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Current Topics.

Mr. G. Stanley Pott.

READERS will learn with pleasure of the appointment, it is believed for the first time, of a solicitor to the office of Vice-Chairman of The Incorporated Council of Law Reporting for England and Wales. The new Vice-Chairman is Mr. G. STANLEY POTT, of Messrs. Holmes, Son & Pott, and Sir HERBERT CUNLIFFE, K.C., whose place he takes as Vice-Chairman, now becomes Chairman, Mr. F. P. M. SCHILLER, K.C., having retired. Mr. POTT, who was elected to the office by the unanimous vote of the Council, has been a member ever since he was first elected by The Law Society in 1928, and, during his service as a member, has carried out a number of executive tasks for the Council. The "lower branch" will appreciate the present appointment not only as a tribute to Mr. POTT's personality and devotion to a public duty of a completely honorary nature, but as a gesture to the profession generally, as Mr. POTT is the senior member of the Council of The Law Society and has been nominated as President for the coming year.

Two Great Judges.

THE death of the Rt. Hon. Sir CHARLES SARGANT, on 23rd July, at the age of eighty-six, better known to lawyers as Lord Justice SARGANT (1923 to 1928) and as Mr. Justice SARGANT (1913 to 1923) followed close on the death of Mr. Justice SUTHERLAND at the age of eighty, at Stockbridge, Massachusetts, on 20th July, who had been an Associate Justice of the Supreme Court at Washington from 1922 to 1938. Both were typical of the best elements in the learned professions of their respective countries. The late Sir CHARLES SARGANT, himself the son of a barrister, had already distinguished himself in other branches of learning before being called to the Bar in 1882. He was a scholar of New College, Oxford, and obtained a first class in Honours Moderations (Classics) and a first class in *Literae Humaniores*. Later his scholarship was to be evinced in books like "Urban Rating" (1890) and "The New Land Tax" (1931). Mr. Justice GEORGE SUTHERLAND was actually born in England at Stony Stratford, Buckinghamshire, his parents being English and Scottish. His parents emigrated to Utah when he was a child, and later he became prominent in the legal profession of Salt Lake City. He took to politics and in 1896 he became a member of the first Upper House of Utah. In 1901 he became a member of the House of Representatives at Washington, and in 1908 he became a senator. By different but equally honourable paths, both men reached high judicial office, and both achieved a ripe old age. Their lives and careers speak for themselves, and demonstrate, if demonstration were needed, all that the joint civilisation of the United Kingdom and the United States is striving to preserve.

The War Damage (Amendment) Bill.

THE only substantial discussion on the Report Stage of the War Damage (Amendment) Bill in the House of Lords on 21st July centred round a new clause which LORD BARNBY moved to insert after cl. 1 in order to extend the liability of mortgagees to pay a share of war damage contribution. LORD BARNBY argued that the charge of war damage contribution was unforeseen by those who drew up the mortgages. The argument based on the sanctity of contract had been demolished by the Rent Restrictions Acts and the difficulty raised by the case of the banks was provided for by the amendment, which excluded a security which could be discharged on less than three months' notice. The Lord Chancellor, in reply, pointed out that LORD BARNBY'S amendment was very close to the amendment moved in the House of Commons and rejected, and also to that which the noble lord made last year in the Lords, when it was rejected. His lordship argued that if the principle were adopted that unforeseen or unmeasured burdens were to be shared between the lender and the borrower, the whole principle upon which the borrower borrows would be upset. He recalled Macbeth's statement on being faced with Banquo's ghost: ". . . the time has been, That, when the brains were out, the man would die, And there an end; but now they arise again." On question, the amendment was negatived. Among a number of minor amedments which were agreed to was one to secure that the title of a rent-charge is registered under the Land Registration Act and the amount by which it is reduced in consequence of the owner exercising his right of compensation is notified on the register. On 23rd July the Bill was read a third time, with the amendments, and the King's consent signified. On 30th July the Lords' Amendments were considered by the Commons, and agreed to. Now that the Bill has passed through its vital stages, it is important to note that in both Houses authoritative statements have been made that a consolidating Bill will be passed in the near future, incorporating both the 1941 Act and the 1942 Bill. The passing of the new consolidating Bill will greatly facilitate reference, and will be welcomed by all the professional classes who have to handle the war damage law.

United States of America (Visiting Forces) Bill.

A DEBATE of no little interest from the point of view of criminal jurisprudence and comparative law followed the motion for the second reading of the United States of America (Visiting Forces) Bill, in the House of Lords on 29th July. The Lord Chancellor explained that the effect of the Bill was to give statutory force to an arrangement which had been made between the Government of the United States and His Majesty's Government, set out in the Schedule of the Bill, under which exclusive jurisdiction was to be given to the United States military courts in this country in respect of offences which members of the United States forces might commit in this country. The British policeman would have the same powers of arrest, search, entry and custody and of reporting to the chief constable, as he had in the case of offences committed by other persons in the United Kingdom. The chief constable would then have to report the matter to the local United States commander. His lordship said that as a result of careful investigation he was personally satisfied that the American military courts in this country would be perfectly able to deal with all classes of criminal offence, and remarked that under our own Army Act a court martial in this country did not try for murder, manslaughter or rape, but the American Military code was wider, and dealt with every class of offence. LORD NATHAN, in contributing to the debate, gave criminal libel as a possible example of a matter which was dealt with as a crime in the English law and might not fall within that category in the American law. The Lord Chancellor said that witnesses would be under the same compulsion to attend as witnesses on subpœna in the English courts, and their protection was also provided for in an order made under the Allied Forces Act, 1940. His lordship also stated that criminal libel could be dealt with in any event as a very gross breach of discipline. The Bill was passed through all its stages in the House and sent to the Commons. A later important contribution to the debate appeared in the form of a letter to *The Times* of 3rd August, from LORD ATKIN, who explained that the Bill was brought on at such short notice that he had been unable to attend in the House. He wrote that an assurance was desirable that equal crimes would receive equal punishment in the visiting courts, and in particular that sexual offences would be treated in the same way, that the age of consent did not differ unfavourably to our girls and that indecent assault meant the same thing. His lordship suggested that it would be desirable to give some authority like the Lord Chancellor, after consultation with the American authorities, power to make rules to bring the Act into effect similar to that

under which the war zone courts rules were made. On 29th July the Bill, which had been described by the Lord Chancellor as one of great urgency, was passed through all its stages and sent to the Commons. On 4th August, Sir DONALD SOMERVELL, Attorney-General, replying to the debate on the second reading, assured the House that the Government were satisfied as to the question of sexual offences raised by LORD ATKINS' letter. The United States age of consent was sixteen and not eighteen, but there would be machinery for joint investigation of cases where necessary. The Bill was then carried through its remaining stages.

Inquiries for Local Land Charges.

COUNTY borough councils and county district councils are authorised by ss. 29 and 30 of the Civil Defence Act, 1939, to make advances for the purpose of providing air-raid shelters to the owners of dwelling-houses and of buildings and blocks of buildings wholly or mainly used for residential purposes and let out in separate parts, situate in an area specified in an order made under Pt. III of the Act. The Act also provides that the amount due to the local authority in respect of such an advance shall be a charge on the premises in respect of which the advance was made. In the current issue of *The Law Society's Gazette*, the Council of The Law Society announces that as negotiations for an advance under the Act might take some time, and a purchaser is entitled to receive information to enable him to decide whether to continue his negotiations, they have drafted a form of inquiry, after consultation with certain representative bodies of local government servants. This form will soon be added to the printed form of inquiries addressed to town clerks and clerks of district councils, in addition to official searches. The additional inquiry should be inserted in the form after inquiry 12, and it asks whether the council have undertaken to make an advance under s. 29 or s. 30 of the Civil Defence Act, 1939, for the purpose of enabling the owner to provide an air-raid shelter of a permanent character, and, if so, whether the advance has actually been made. The original list of inquiries was published in the *Gazette* for July, 1939, at pp. 162–164.

"Income Tax Quiz."

ALLOWING for the fact that no amount of simplification can make easy to understand a system which is intrinsically complicated, the Ministry of Information deserves both congratulations and gratitude on its issue, on behalf of the Board of Inland Revenue, of the revised edition of "Income Tax Quiz for Wage Earners." Writers and publishers generally will learn with envy that there has already been a sale of a million copies of the booklet. This amply bears out Dr. JOHNSON'S dictum that if an author wishes to succeed he must attach the lowest possible price to his publication. The price in this case is twopence. The new edition shows the effect of the changes wrought by the present Finance Act. In simple and vigorous English the wage-earner is told what are the chief allowances, how much is taken in tax, and when the deductions are made, and the examples are printed so that it can be seen at a glance how the tax payable is calculated. Examples are also given showing how income tax on house property, interest, pensions and allowances of various kinds and dividends from companies are assessed and taxed. The explanation of post-war credits is admirable in its brevity and lucidity. It states simply: "Some of the income tax allowances were reduced in 1941. That means that extra has to be paid in income tax. It is the *extra* tax due to these reductions that will become your post-war credit." The "Quiz" now consists of thirty-five questions and answers. In addition to nineteen pages of beautifully printed subject-matter there is an alphabetical one-page subject index. On the cover is an admirable illustration of a wage-earner reading the "Quiz," and actually contributing to the Revenue at the same time by smoking a cigarette. Nothing but praise can be accorded to publications of this sort, which succeed in bringing home to the general public the elements of the rules of law which govern their everyday lives.

Production of Identity Cards.

IN spite of all efforts by the authorities to give publicity to the latest developments in the law affecting the citizen in his everyday life, public memory is so short that what was yesterday a commonplace sometimes seems to be revealed like a piece of completely novel information. Under the caption "No offence if Identity Cards are left at Home," an evening newspaper recently stated that police officers were discussing to-day the ruling of the Carlisle County Court judge that a man who was arrested after it was found that he was not carrying an identity card had been unlawfully imprisoned. It was stated, however, that the judge's ruling was not likely to change the present procedure concerning inspection of identity cards. That such a decision as that given at Carlisle should cause surprise is itself a matter for some surprise. Section 6 (4) of the National Registration Act, 1939, provides that a constable in uniform, or any person authorised for the purpose under the regulations may require a person to produce his identity card, or if he fails to produce it when required, to produce it within the time prescribed by the regulations. Under reg. 37 of the National Registration Regulations, 1939, the time is limited to two days, and if the demand is made by a police constable in uniform, the identity card must be produced at the police station which he specifies at the time of the demand; if production of the card is demanded by a national registration officer it must be produced at the office of that officer. By an amendment on 27th May, 1940, any member of His Majesty's naval, military or air forces in uniform on duty has the same powers in this respect as a police constable in uniform. A regulation made in May, 1942, provides that where the card is not produced immediately on demand, a person may be requested to give further evidence of his identity. While breach of any provision in the Act or the regulations is an offence under the Act (s. 8 (3)) it is quite clear that neither the Act nor the regulations add to the existing powers of arrest vested in the police by virtue of numerous Acts of Parliament. In *Liversidge* v. *Anderson*, 110 L.J.K.B. 724, 735, LORD ATKIN enumerated, quoting from "Moriarty's Police Law," 4th ed., pp. 16 *et seq.*, a list of thirteen statutes enabling constables to detain or arrest persons without a warrant on reasonable suspicion. One would have thought that if such an important addition had been made to the existing limitations on the liberty of the subject as the power of arrest on failure to produce an identity card, it would not have gone unnoticed or unquestioned. Where, as the fact is, no such limitation exists or has existed, it is remarkable that it should ever have been supposed to have existed, and all the more remarkable that any officer charged with the duty of requiring production of an identity card should imagine, as apparently he did in one case at least, that he has any powers of arrest on the ground of its non-production.

Amalgamation of Police Forces.

A NEW order with regard to powers to require police forces to amalgamate is envisaged in a reply by the Minister of Home Security to a question by Sir P. HARRIS in the House of Commons on 23rd July. The Minister stated that the question of the merger of the smaller police forces as recommended by a Select Committee in 1932 and in the case of Scotland by a Departmental Committee in 1933 had been a matter of controversy, and he did not think it right to reopen the controversy in war-time. On the other hand, it was necessary as a war-time measure, that there should be power to require the amalgamation of police forces in areas where the Secretary of State would be empowered to make an order providing for the amalgamation and to constitute a joint police area, a joint police force, and a joint police authority. The order would also make provision for the expenses of the joint force and for the appointment of a chief constable of that force. The police authorities concerned would be consulted, and any amalgamation effected under the new powers would lapse when the Emergency Powers (Defence) Act came to an end, and could be continued only if Parliament so decided after a review of all the circumstances. In reply to a further question, the Minister stated that local authorities in both England and Scotland had been consulted.

Recent Decisions.

In *Dean* v. *Hiesler* on 28th July (*The Times*, 29th July) a Divisional Court (the Lord Chief Justice, TUCKER and BIRKETT, JJ.) held that where a person did not take up his qualification shares as a director of a company and no meeting was held to record his appointment as a director, but he attended at the company's offices and signed letters, cheques and other documents as a director of the company and did nothing else as a director, he was not a director of the company within reg. 55 of the Defence (General) Regulations, 1939, and therefore could not be guilty of a breach of a Limitation of Supplies Order and reg. 55 as a director of the company.

In *Mischeff* v. *Springett* on 29th July (*The Times*, 31st July) a Divisional Court (the Lord Chief Justice and TUCKER and BIRKETT, JJ.) held that where a written contract for the sale of some cases of sardines was dated 11th April, 1941, and the invoice and delivery order was dated 21st May, 1941, the sale took place on the latter date by reason of s. 1 (4) of the Sale of Goods Act, 1893, so as to constitute an infringement of the Canned Sardines (Maximum Prices) Order, 1941, which came into operation on 19th May, 1941, and the Defence (General) Regulations, reg. 55.

In *Worthing Borough Council* v. *Southern Railway Co. and Others* on 31st July (*The Times*, 1st August) the Court of Appeal (the Master of the Rolls and LUXMOORE, L.J., MACKINNON, L.J., dissenting) held, affirming a decision by UTHWATT, J., that the phrase "railway valuation roll" in s. 18 (3) of the Railways (Valuation for Rating) Act, 1930, meant the roll by virtue of which the hereditament in question appeared in the valuation list and not the railway valuation roll for the time being, and that, therefore, notwithstanding that the effect of the decision was that a wharf would escape assessment during the period before the second valuation roll came into force, a proposal by the borough council to amend the valuation list by separately assessing the wharf was ineffective; the roll by virtue of which the hereditament appeared in the valuation list was completed in July, 1939, and took effect as from 1st April, 1936, by virtue of the Act of 1930.

Procedure in 1941.

Review of the Year.

(*Continued from p.* 213.)

V. Interlocutory Proceedings.

(*a*) *Negative Pregnant.*

Particulars.—A defendant, denying an allegation in a statement of claim, but including in his denial an affirmative case, must give particulars of that affirmative case. This is called "a negative pregnant with an affirmative allegation," and, by itself, is evasive. Of a mere traverse particulars cannot be ordered. Particulars will be ordered of a traverse where the defendant admits that he is setting up an affirmative (*Pinson & Lloyds* v. *National Provincial Foreign Bank* (1941), 2 All E.R. 636).

This decision of the Court of Appeal contains important considered judgments which deserve study. P sued the bank, saying that they bought and sold securities without her authority. The bank, by their defence, denied the purchase and sale without authority. P asked for particulars of this authority; the bank admitted that at the trial they were going to show authority. Master and judge refused particulars; the Court of Appeal (Goddard, L.J., and Stable, J.) ordered them. (Scott, L.J., held that the point did not fall for decision and that the discretion of the judge refusing particulars should not be interfered with.)

For the pleader: The function of particulars is not to state material facts omitted from the statement of claim, "to make good an inherently bad pleading," nor to state the evidence. "Insufficient instructions are no excuse for bad pleading": *per* Scott, L.J. (at p. 638).

Goddard, L.J., states succinctly the rule laid down by the majority; Scott, L.J., did not consider the point of law. "If it is clear to the court, either from the nature of the case or from the admission of counsel or otherwise that it is intended to set up an affirmative case, so that the traverse is . . . a pregnant negative, . . . particulars of the affirmative case ought to be ordered. Otherwise, both the opposite party and the court will be left in doubt what issues are to be determined at the trial" (at pp. 641, 642). Although the plaintiff could get the information by interrogatories, this was expensive.

> "A defendant should state what his case is. He should not leave the plaintiff to find it out, if he can, by interrogatory" (at p. 642).

The judgment of Stable, J., contains a valuable exposition upon pleading and defence:—

> "The function of a pleading is not simply for the benefit of the parties, but also—and, perhaps, primarily—for the assistance of the court, by defining with precision the area beyond which, without the leave of the court and the consequential amendment of the pleadings, the conflict must not be allowed to extend" (at p. 644).

A traverse is not an assertion of fact on oath; often it merely means: prove your allegation if you can. Where a traverse is a mere denial no particulars can be ordered: there is nothing to particularise.

Where a statement of claim alleges a negative, the traverse involves a double negative. Such a traverse may be one of three kinds: *First*, a traverse not involving an affirmative; *secondly*, a negative pregnant containing within the double negative an affirmative; *thirdly*, its nature may be in doubt. If the defendant traverses, all he may do at the trial is to put the plaintiff to proof: he cannot set up an affirmative case. If the defendant pleads a double negative saying, in effect: If you prove that I sold or bought shares for you, I will prove that I had authority, this is an affirmative and he must give particulars (at p. 645). See also Odgers, "Pleading and Practice" (1939), 12th ed., p. 139.

(*b*) *Under Defence Regulation* 18B.

Where, under Defence Regulation 18B, the Home Secretary, reasonably believing a person to be of hostile association and that by reason thereof it is necessary to exercise control over him, makes a detention order against him, no particulars can be ordered of the grounds on which the Home Secretary holds either of these beliefs (*Liversidge* v. *Anderson and Another* (1941), 3 All E.R. 338; the House of Lords (Lord Atkin dissenting) affirming the Court of Appeal (1941), 2 All E.R. 612).

Detention is "so clearly a matter for executive discretion and nothing else": The action of the Home Secretary is not justiciable (*per* Viscount Maugham, at pp. 345, 346). "The control is preventive, not punitive, and [that] the action is not judicial but executive" (*per* Lord Wright, at p. 375, whose speech, apart from the speech of Lord Atkin, is the most weighty). It is for the Home Secretary himself to decide whether he has reasonable ground: the issue is not within the competence of any court (at p. 378).

This decision, despite the great and powerful dissenting speech of Lord Atkin and its adherents, has commended itself to several distinguished lawyers. See the learned Notes by Professor W. S. Holdsworth and Professor A. L. Goodhart in *Law Quarterly Review* for January, 1942, 58 L.Q.R. 1–8. The issue is not justiciable but administrative; therefore the court cannot decide whether the belief is reasonable. The "primary importance" of this case, "A. L. G." asserts, is not in the constitutional aspect, but in the method of statutory interpretation. We doubt, however, whether the House in this political matter, was rejecting the literal method and was laying down a new method. His exposition of the juristic theory of a broken ankle, will not be commended universally: "'If A has a broken ankle' therefore means that either A or someone else, e.g., a doctor, thinks that he has a broken ankle."

Dr. Carleton Kemp Allen, in our view, effectively answers this theory in a spirited and overwhelming challenge (58 L.Q.R. 234–242): "In the light of the decision, it is enough for the Home Secretary, not merely to *think* that he has reasonable cause, but to *say* that he has reasonable cause. If he says so, no power in the land can challenge any detention which he orders, for not even the House of Commons can compel him to state his reasons . . . The Home Secretary's mind to him a kingdom is." Lord Atkin's view, he declares, that words must be given their natural and ordinary meaning, remains unrefuted. When, in 1798, a writ of *habeas corpus* was granted to Wolfe Tone, and in 1923, to Art. O'Brien, "when our courts extended the common safeguards of personal liberty to these open and declared enemies of the State, they did far more for the true safety of this realm than was ever done (again, and in all honesty, in the name of public order and security) by the Star Chamber in the exercise of its summary powers." *A Short Replication* follows, by "A. L. G." (243–246).

(*To be continued.*)

A Conveyancer's Diary.

Detinue of Title Deeds.

DEEDS of title to land are most peculiar objects from a legal point of view. Physically they are chattels, but their value as sheets of parchment is relatively trivial compared with their worth as evidence of a title, however unsatisfactory, to a parcel of land, however small. At common law they were, indeed, regarded as realty, at least to the extent that there could be no larceny of them, larceny being capable of commission only in respect of chattels personal. This glaring lacuna in the criminal law was redressed by the Statute 7 & 8 Geo. IV, c. 29, and the modern position is set out in the Larceny Act, 1916, s. 7.

On the other hand, the chattel actions of detinue and trover lie for title deeds (*Lightfoot* v. *Keane* (1836), 1 M. & W. 745, and *Harrington* v. *Price*, 3 B. & Ad. 170). In such an action the difficulty must always be to reconcile the ordinary rules for such a proceeding with the extraordinary nature of the subject-matter.

First, it is quite clear that the special status of title deeds exists only so long as they really are evidences of an existing title. Obviously, no peculiar virtues attach to parchment which has been "used for covering lampshades or for the tops of toy drums," as Maugham, J., put it in *Clayton* v. *Clayton* [1930] 2 Ch. 12, 18. And the position must manifestly be the same where the parchment remains in *statu quo*, but where the title which it evidences is so old as to be of merely antiquarian interest (see *Beaumont* v. *Jeffery* [1925] Ch. 1). In any such case the action is governed by the ordinary rules of detinue or trover for chattels personal.

Second, it is clear that *prima facie* the evidences of title to an estate held in fee simple absolute are recoverable, in detinue, by the person so entitled; for "the title deed belongs to the estate and should go with it" (*Plant* v. *Cotterill* (1860), 5 H. & N. 430). In old cases the deeds have been called the "sinews of the land," in token of their position.

But, third, this rule is capable of displacement. For example, there are very many cases where one of the documents of title to a parcel of land is a conveyance of a larger estate, of which the parcel formed part, other parts having been retained at some stage by a vendor. It is common knowledge that in such a case the estate owner often has to be content with an acknowledgment and undertaking to produce. Again, a mortgagee, while his mortgage subsists, may well have a title to the deeds superior to that of the legal estate owner. Before 1926, of course, a legal mortgagee had the fee simple, and his right to the deeds was based on the ordinary rule because he had such estate. His position was altered by the Law of Property Act, 1925, in that he now has a term of years, which in itself gives no right to possession of the title deeds of the freehold; but the right of a first mortgagee to the deeds is expressly preserved by s. 85 (1) of the Act, under which he has the same rights "as if his security included the fee simple."

But with equitable mortgages by deposit of deeds, cases develop where the deeds appear not to be merely incident to an estate, and the right to them may be separated from the estate. The equitable mortgagee has no legal estate in the land at all and it is even difficult to call his equitable interest an equitable "estate." But he has lawful possession of the deeds which are his security as against the depositor, and there can be no doubt that as against third parties his possession is protected, not merely in equity, but at law, by the actions of trover or detinue.

But the possession of the depositee is only protected against the person under whom he claims and against strangers: it is

not maintainable against the true owner if he is not a party to the deposit. Thus where a deed evidencing the title of Doe to Blackacre is fraudulently deposited by Roe with Sykes to secure a loan by Sykes to Roe, the possession of Sykes, however innocent, is not good against Doe, for Doe has the estate and there is no act of his to invalidate his own title paramount to the deed (see *Spackman* v. *Foster*, 11 Q.B.D. 99, and *Miller* v. *Dell* [1891] 1 Q.B. 468).

In both those cases the depositee had innocently obtained a deed, deposited with him by a fraudulent party, more than six years before action brought, so that if the period of limitation ran from the date when the depositee took possession of the deed the true owner could not have succeeded. In both those cases, however, the action was treated as standing on detinue, so that the period ran only from demand and refusal, and since the demand and refusal took place within the six years, there could be no doubt but that the true owner was entitled to succeed. But Lord Esher, M.R., in *Miller* v. *Dell*, at p. 472, expressly left open the question whether " the statute would run to prevent a person rightfully in possession of land getting back his documents of title more than six years after their conversion . . . and I do not say that he could not get them back though they had been wrongfully held for more than six years."

Much light is thrown on this subject by the judgment of Maugham, J., in *Clayton* v. *Clayton* [1930] 2 Ch. 12. The point in that case was that the plaintiff had become absolutely entitled to certain freeholds which had formerly been settled land, and his title to the fee simple necessarily rested on a deed of discharge putting an end to the trusts. The validity of such deed of discharge depended on the right persons having been parties to it, for which purpose certain earlier deeds of appointment by new trustees were material. Those deeds of appointment were in the custody of persons who refused to give them up to the plaintiff. It was held that they could not be compelled to do so. Maugham, J., learnedly reviewed a variety of cases, and came to the conclusion that, while a person who has the only interest in the land can in general recover the title deeds of the land from a stranger, " the right of the estate owner to the title deeds is not so absolute as the plaintiff contends." He cited an Elizabethan case showing that a feoffor may retain the deeds if he has a good reason for doing so. He further made a sharp distinction between documents which " assure or affect directly any estate or interest in any part of the land," as to which the rule is that *prima facie* the estate owner is entitled, from " deeds not directly relating to land and claimed by an estate owner only because as a matter of evidence it may be necessary for him to give inspection of them to a purchaser." This latter class he treated as not being " title deeds " in the full legal sense, and as not being subject to the ordinary rule. Obviously the deeds of appointment, the subject-matter of the action, fell into that class and the action failed.

The position which emerges is thus as follows :—

(1) An estate owner absolutely and beneficially entitled is entitled to the title deeds except as against persons claiming under some disposition of his own, as, for instance, a mortgage.

(2) He may recover them against a stranger in an action of detinue, at least for six years after demand and refusal.

(3) Technically it is an open question whether he can recover them from a stranger later than six years after demand and refusal ; I submit, for reasons given below, that so long as his estate subsists he can recover them against a stranger, as being in law parcel of the realty, and not mere chattels, however long a demand may have been ignored.

(4) These rules apply only to title deeds in the sense explained by Maugham, J. A person having lawful possession of a document relevant to the true owner's title, but not being an assurance of an interest or estate in the land, may retain it against the true owner of the land, however inconvenient that may be to the true owner.

Since *Clayton* v. *Clayton* there has been one further development. In *Lewis* v. *Plunket* [1937] Ch. 306, the plaintiff, the estate owner in fee simple, had in 1921 conveyed a house to the defendant by way of legal mortgage and handed the deeds over. She paid interest once only, in November, 1921, and never made any further acknowledgment. In 1936 she asked for the deeds back, and later brought an action of detinue. Farwell, J., held that the action must succeed. The defendant's title as mortgagee had become barred by time and the plaintiff thus had the only title to the land ; the title deeds could " be of no possible use to the defendant and there is no reason at all why she should retain them as against the person who is the owner of the property." He further observed that while there could be no suggestion that the defendant would make an improper use of the deeds, " if they got into other hands it might be possible for the person into whose hands they came to use them for improper purposes and to perpetrate frauds on third parties." As the learned judge said, " that is a real reason why in a case of this sort, where the plaintiff is sole owner of the property, the title deeds should go to that person and should not be retained by any other person." This reasoning takes us back to the fundamental point covered by the archaic expression that the title deed (using that expression in the sense in which Maugham, J., interpreted it) is the " sinew " of the land. It is necessary to the true owner and to those claiming through him. But, unless it is so old as to be valueless except as raw material for the student of legal history or the maker of toy drums, there is no proper use to which a stranger can put it. Hence it would not be right for the law to lead people into temptation by protecting the stranger's possession as against the true owner, and in my view this consideration determines the point left open in *Miller* v. *Dell*. I should perhaps add that *Lewis* v. *Plunket* was a case where the deeds were taken from a legal mortgagee whose title had become barred. Where the mortgage is equitable, the same result follows *a fortiori*. The point arose in a recent case where a defendant very properly submitted to judgment ; presumably therefore the case will not be reported, but the law seems clear.

Landlord and Tenant Notebook.

A " Tenancy or Licence " Case.

MOST text-books on the law of landlord and tenant contain some attempt to define that relationship. If they do not altogether succeed they do achieve an adequate description. In the course of the process attention is sure to be drawn to the distinction between a lease and a licence. Many of the examples will be found to concern parties other than the parties to the agreement, e.g., ratepayers, the electorate ; but the point can obviously be of importance to the parties to the agreement, e.g., when questions of the right to assign, or the right to levy distress, arise ; and, most of all so, when the question of the right to revoke is raised.

It is for this and other reasons (presently to be touched on) that a decision of His Honour Judge Hancock, sitting at Wandsworth County Court, and reported on the home news page of *The Times* of 28th July last, is of considerable interest. It appears that a metropolitan borough council sued two defendants for possession of a house in which they had, after being bombed out of their former dwellings, been accommodated by the plaintiff authority. The accommodation had been provided under the Defence Regulations. The report, necessarily a short one, does not particularise here, but it seems safe to say that No. 51 will have been invoked. (That regulation is in somewhat wide terms, but its applicability to such a situation as the present is clearly recognised by Regulation 68AB, which deals with the destination of compensation money and commences : " Where for the purpose of housing persons rendered homeless as a direct or indirect consequence of enemy action any authority or person, in the exercise of powers conferred by or under Regulation fifty-one of these Regulations, takes possession of a dwelling-house . . .")

Regulation 51 authorises a competent authority to take possession of any land in the interests of, *inter alia*, the efficient prosecution of the war. It may then do or authorise persons using the land to do, in relation to the land, anything which any person having an interest in the land would be entitled to do by virtue of that interest. An additional provision, inserted by S.R. & O., 1940, No. 828, enacts or declares that its power includes power to *authorise* persons carrying on any business to occupy and use the land for the purposes of that business on such terms as may be agreed between them and the authority.

It would seem from the above that if a borough council acquires possession of a property it *may* permit homeless air-raid victims to occupy such property either as tenants or licensees.

The report mentions that there was an agreement, but does not set out its terms. What is of interest, however, is the following passage from the judgment : " I find that it is in the minds of the parties to these agreements that they are temporary emergency measures and are not intended to have the *permanence* and security of tenure involved in a tenancy agreement. The object is to provide temporary shelter and not permanent homes. From the day when the licence was determined the defendant has been a mere trespasser."

It would be but a shallow criticism to point out that every tenancy is necessarily temporary. True, a lease is, as the text-book definitions point out, a conveyance which is always for a less term than the party conveying has himself in the premises ; the estate created is actually called a term (" *terminus* ") because its duration is limited. It is clear that his honour was drawing a distinction of degree rather than kind, and was not using the word " permanent " as meaning everlasting. It might be pointed out that in common (and less common) parlance the adjective " permanent " is frequently used to express something less than that, e.g., when it is applied to ways, under-secretaries, or waves.

A more serious criticism would be this. Text-books and authorities dealing with the difference between a lease and licence suggest that it may be one of degree. But it is degree of control that has hitherto mattered, not degree of intended permanence and security.

" If one doth license another to enjoy his house till such a time, it is a lease," said Twisden, J., in *Hall* v. *Seabright* (1669), 2 Keb. 561. This, plus the Increase of Rent, etc., Acts, probably expresses the substance of the defendant's case as presented to Judge Hancock. The language used by the parties would not be conclusive of the question. In the leading case of *Taylor* v.

Caldwell (1863), 3 B. & S. 826, the owner of the Surrey Gardens and Music Hall agreed to "let" them, and the agreement called the consideration "rent"; but it was evident that the owners were to retain possession, and there was, as Blackburn, J., said, to be no demise. Conversely—and this example will be one in which a public authority was, as in the case at Wandsworth, owner—a "licence" issued by the Government of Newfoundland was held, in *Glenwood Lumber Co.* v. *Phillips* [1904] A.C. 405 (J.C.), to constitute a demise, as it gave the holder an exclusive right of occupation of the land. "It is not," said Lord Davey, "a question of words but of substance."

There have certainly been tenancies of shorter duration than that of the occupation with which his honour was concerned; and if exclusive occupation is not only a test, but the test, one would imagine that any arrangement designed to provide people with a home would confer the requisite degree. To select one more instance from the numerous authorities: in *Young & Co.* v. *Liverpool Assessment Committee* [1911] 2 K.B. 195, the Mersey Docks and Harbour Board had let some sections of a vault for use as a bonded warehouse, reserving access to certain machinery which the Board's servants had to attend to every day, sometimes for several hours; but the main purpose of the instrument used was, Lord Alverstone, C.J., said, "to give exclusive occupation to persons who were going to occupy premises as a bonded warehouse . . . the nature of the business there to be carried on is not consistent with anything but exclusive occupation by those who store their bonded goods subject to the general control of the Customs and to the special control under the Mersey Dock Acts Consolidation Act, 1858." And it was held that a lease, not a licence, had been granted. It might be strongly argued that if exclusive occupation is all that matters the victims of enemy action were in a stronger position than the occupiers of a section of dock vaults.

It is, I think, not so much in considerations affecting extent of control over the premises enjoyed by the respective parties as in consideration affecting the purpose for which control was parted with and occupation given that one must look for support for the recent judgment. In the minds of the parties the agreements were, the learned judge said, temporary *emergency* measures; temporary *shelter* was what was contemplated. But, while purpose has undoubtedly played a part in many of the recorded decisions, it would be difficult to find direct authority in support of this one, the circumstances being, indeed, unprecedented.

Obituary.

Sir Walter Shröder, K.B.E.

Sir Walter Shröder, K.B.E., formerly H.M. Coroner for Central London, died on Tuesday, 28th July, aged eighty-seven. He was associated with coroners' work for over sixty years, and on his retirement twelve years ago it was estimated that he had taken part in 50,000 inquests. He was a past president and hon. secretary of the Coroners' Society of England and Wales, and had been hon. treasurer of the Medico-Legal Society. Sir Walter Shröder was made a K.B.E. in 1923.

Mr. W. A. Bewes.

Mr. Wyndham Anstis Bewes, LL.B., barrister-at-law, died on Tuesday, 28th July, aged eighty-five. He was educated at Repton and at London University, and was called by Lincoln's Inn in 1880. He was formerly secretary of the Grotius Society and of the International Law Association. His publications included "The Law of Waste," and "The Romance of the Law Merchant" and he was editor of the last volume of "Burge's Colonial and Foreign Law."

Parliamentary News.

ROYAL ASSENT.

The following Bills received the Royal Assent on the 29th July:—

Isle of Man (Customs).
London Passenger Transport Board.
Mid-Wessex Water.
Ministry of Health Provisional Order (Caernarvon).
Ministry of Health Provisional Order (Mold Gas and Water).
Pensions (Mercantile Marine).
Pembrokeshire County Council.
Post Office and Telegraph (Money).
South Wales Electric Power.

HOUSE OF LORDS.

Allied Powers (War Service) Bill [H.C.].
Read Third Time. [29th July.

Housing (Rural Workers) Bill [H.C.].

National Service (Foreign Countries) Bill [H.C.].
Read Third Time. [5th August.

HOUSE OF COMMONS.

Consolidated Fund (Appropriation) Bill [H.C.].
Read Third Time. [5th August.

United States of America (Visiting Forces) Bill [H.L.].
Read Third Time. [4th August.

To-day and Yesterday.

LEGAL CALENDAR.

3 August.—John Charles Bigham, the second son of a Liverpool merchant, was born on the 3rd August, 1840. In 1870 he was called to the Bar by the Middle Temple and joined the Northern Circuit. Both there and in London there was work in plenty for barristers, and Bigham, confident, industrious, learned and ambitious, besides enjoying the advantage of private means, secured his full share. In 1883 he took silk. When the Commercial Court was established twelve years later the conciseness, lucidity and relevance of his speeches gave him a leading place there. His practice was enormous and his income was as large as that of any contemporary. In 1895, after ten years' unsuccessful connection with politics he entered Parliament, where he supported the Liverpool Court of Passage Act and sat on the committee which inquired into the Jameson Raid. In 1897 he was appointed a judge of the Queen's Bench Division. In 1909 he was appointed President of the Probate, Divorce and Admiralty Division, but he retired in the following year and was raised to the peerage as Baron Mersey.

4 August.—On the 4th August, 1732, "Mr. Crawford was seized at his chambers in the Middle Temple by a file of grenadiers and put into the custody of a messenger, being suspected to be the author of 'Fog's Journal' about King William, but was bailed the next day."

5 August.—On the 5th August, 1790, John Dyer, aged nineteen, educated at Westminster School and then employed in a merchant's counting-house, was hanged at Newgate for forgery. He had gone to the shop of Mr. Scott in New Bond Street, ordered thirty-six pounds of candles to be sent to Sir William Hamilton, tendered in payment a bill of exchange for £10 10s. and received the balance over and above the price. When the goods were refused on delivery, Mr. Scott realised that he had been imposed on by a forgery. At Dyer's trial "every spectator's heart was filled with pity," but he was condemned and, "though interest was made to save his life," hanged.

6 August.—Eugene Aram, schoolmaster and self-taught scholar, whose erudition, cultivated in the libraries of the gentlemen of his native Yorkshire, ranged over Latin, Greek, Hebrew, Arabic, Chaldee and Celtic, besides botany, heraldry, historic antiquities and some modern languages, was hanged at York on the 6th August, 1759, for a sordid murder committed fourteen years before. While awaiting execution he unsuccessfully attempted to commit suicide by cutting his veins and on the scaffold he was too weak to join in the devotions of the clergyman. On his table was found a paper which read: "To die is natural and necessary. Perfectly sensible of this, I fear no more to die than I did to be born . . . Certainly no man has a better right to dispose of a man's life than himself . . . I solicitously recommend myself to that eternal and almighty Being, the God of Nature, if I have done amiss. But perhaps I have not and I hope this thing will never be imputed to me."

7 August.—During the War of Independence the Americans caught a man lurking about the post at Peekskill, on the Hudson. A flag of truce came from Sir Henry Clinton, claiming the prisoner as a lieutenant in the British service, but old General Putnam sent the following reply: "Headquarters, 7th August, 1777. Edmund Palmer, an officer in the enemy's service was taken as a spy lurking within our lines. He has been tried as a spy, condemned as a spy and shall be executed as a spy; and the flag is ordered to depart immediately. Israel Putnam. P.S.—He has, accordingly, been executed."

8 August.—Joseph Lorrison or "Jumping Joe," a well-known Southwark bad character, was hanged on Kennington Common on the 8th August, 1792. His speciality was jumping on to wagons to pass out to confederates any packages he could lay his hands on. But he found time for plenty of other activities and was once tried for a suspected murder but acquitted. He was executed at last for assaulting a gentleman and robbing him of his watch and money, though he solemnly denied his guilt to the end.

9 August.—On the 9th August, 1843, Charles Higginson, a dull, stolid looking man of twenty-six, was tried at the Stafford Assizes for the murder of his little son. At first he pleaded "guilty," but Mr. Justice Maule doubting whether he fully understood the effect of this entered a plea of "not guilty." The prisoner was a widower left with a child of five, whom he had put out to nurse at 1s. 6d. a week, with a woman named Sarah Breese, at Tipley Heath. He was then in service but afterwards he came to lodge in the same house. The payments fell into arrears and Mrs. Breese took the opportunity of saying that she could no longer keep the child for the money. Higginson said he would take it to his brother's house eight miles away and set off through Bishop's Wood with it. As it was never seen alive again inquiries were made and its body was found buried in the wood with a handkerchief tied over the eyes and mouth. The prisoner said that he put it in the hole alive. Though there was some evidence that he was of weak intellect, he was found guilty and sentenced to death.

Notes of Cases.

COURT OF APPEAL.

Wallrock *v.* **Equity and Law Life Assurance Society.**

Lord Greene, M.R., Luxmoore, L.J., and Asquith, J. 31st March, 1942.

Emergency legislation—Landlord and tenant—Tenant's default in rent—Landlord's notice to sub-tenant to pay rent direct to him—Whether leave of court necessary—Law of Distress (Amendment) Act, 1908 (8 *Edw.* 7, *c.* 53), *s.* 6—*Courts (Emergency Powers) Act,* 1939 (2 & 3 *Geo.* 6, *c.* 67), *s.* 1 (2) (ii).

Appeal from a decision of Birkett, J.

The respondent was the tenant of premises in London for a term of ninety years from the 24th June, 1904. The appellant society were the reversioners. Part of the premises were sub-let to the Great Western Railway at £1,600 a year. The rent payable by the tenant was £1,200 a year. He made default, and on the 28th July, 1941, the society obtained judgment for possession of the premises and for arrears of rent. They obtained leave under the Courts (Emergency Powers) Act, 1939, to proceed under their judgment, but the leave was suspended provided that the tenant paid them £35 within seven days. The summons was to be restored to the list in six months. The effect of that order under s. 1 (2) of the Courts (Emergency Powers) Act, 1940, was that the lease must be deemed not to have been forfeited, and continued in force so long as the judgment of the 28th July, 1941, remained unenforceable. On the 19th January, 1942, the society served on the Great Western Railway a notice under s. 6 of the Law of Distress (Amendment) Act, 1908, stating that £438 18s. 3d. arrears of rent were due from the tenant to the society, and requiring future payments of rent by the railway company to be made direct to the society until the arrears were paid. The railway company accordingly paid the society £400. The arrears of rent mentioned in the notice had accrued due after the judgment of July, 1941. On the 5th January, 1942, the tenant brought the present action, claiming a declaration that the society were not entitled to serve the notice on the railway company, an injunction to restrain them from acting on the notice or receiving payment under it, and damages. Birkett, J., granted the injunction. The society now appealed. It was agreed in the Court of Appeal that the hearing before Birkett, J., should be treated as the trial of the action, and this appeal as a final appeal. (*Cur. adv. vult.*)

Lord Greene, M.R., reading the judgment of the court, said that in any event an injunction was not the appropriate interlocutory relief. It had the effect, not of keeping matters *in statu quo*, but of depriving the society of the subject-matter of the litigation. The relief granted should have been the appointment of a receiver. It was argued for the tenant that the service of a notice under s. 6 of the Act of 1908 was the exercising by a superior landlord of a remedy "by way of the levying of distress" and, therefore, prohibited by s. 1 (2) (i) of the Act of 1939 unless the leave of the court were obtained. That argument was inadmissible, since the special right conferred by s. 6 of the Act of 1908 could not be described as a right of distress. A more attractive argument was based on s. 1 (2) (ii), which prohibited "the taking of possession of any property" except with the leave of the court. The effect of a notice under s. 6 of the Act of 1908 was to vest in the superior landlord the lessee's right to receive the rent payable by the sub-tenant. It was truly a case of self-help, and the superior landlord became entitled to exercise the right by reason of a default on the part of his tenant. The case was therefore analogous to the cases of self-help against which the Act of 1939 gave protection; but was the service of the notice "the taking of possession of any property"? The words "any property," taken by themselves, were wide enough to include any chose in action; and, with the later words of para. (ii), "the appointment of a receiver of any property," they did, in the opinion of the court, clearly include that class of property. The difficulty was caused by the words "taking of possession." It was argued that they could, liberally construed, be regarded as covering the statutory acquisition of the right to receive the rent from the sub-tenant. The court had come to the conclusion that such a construction was not legitimate. In the absence of a clear context the words "take possession" were suitable only for the case of physical things, and not to describe the legal operation which took place under s. 6 of the Act of 1908. A more appropriate word than "possession" could have been found to apply to the statutory assignment of a chose in action. Section 6 of the Act of 1908 had, perhaps, escaped the notice of the Legislature when it passed the Act of 1939, but perhaps it had deliberately intended to exclude the section. Certainly it had not used language which could be strained to cover the present case. The appeal would be allowed, and the action dismissed.

Counsel: *Fortune; Casswell*, K.C., and *Scott Henderson*.

Solicitors: *Rooper & Whately; Finnis, Downey, Linnell & Price*.

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

CHANCERY DIVISION.

Coal Commission *v.* **Earl Fitzwilliam's Royalties Company and Others.**

Bennett, J. 22nd May, 1942.

Mines—Coal—Vesting in Coal Commission—Whether rents and royalties apportionable—Basis of apportionment—Apportionment Act, 1870 (33 & 34 *Vict. c.* 35), *s.* 2—*Coal Act,* 1938 (1 & 2 *Geo.* 6, *c.* 52), *ss.* 5 (2) (*b*), 8 (*c*).

Adjourned summons.

Under the Coal Act, 1938, s. 3 (3), on the 1st July, 1942, the vesting date, all coal and mines of coal are to vest in the Coal Commission other than retained interests. Section 5 (1) provides that interests in a coal or a mine of coal that arise under a coal mining lease shall be retained interests, with the exception (*inter alia*) of leases, where the lessee is not carrying on the business of coal mining. Section 8 provides that: "The rules of law and equity that regulate rights and obligations in relation to land that is the subject of a contract of sale in respect of the period between the date of the contract and the date fixed for completion thereof shall have effect in relation to the premises that are to vest in the Commission by virtue of this part of this Act in respect of the interim period, subject to and in accordance with the following provisions, that is to say . . . (*c*) the contract for sale to be assumed for the purpose of the said rules shall be a contract providing expressly that the vendor shall be entitled to the possession and enjoyment of the property until the date fixed for completion and to the benefit of the rents and profits thereof accruing up to that date, . . ." The defendant company were under a lease of the 3rd May, 1933, entitled to a term of 100 years in certain beds of coal in Yorkshire, subject to and with the benefit of a term created by a lease of 1904, this sub-lease being vested in B., Ltd., a coal mining company. The four other defendants were owners of certain seams of coal which by a lease of the 18th September, 1935, were demised to C., Ltd., a coal mining company, for a term of sixty years. Under the Coal Act, 1938, the leasehold interest of the defendant company and the interests of the other defendants would vest in the plaintiffs, the Coal Commission, on the 1st July, 1942, who would then become entitled to receive the yearly rents, footage rents and wayleave rent payable under the leases of 1904 and 1935 respectively, which leasehold interests were retained interests. By this summons the plaintiffs asked whether the Apportionment Act, 1870, applied to the contracts assumed to have been made between the Commission as purchasers and the defendants as vendors, under which the interests of the defendants would vest on 1st July, 1942, in the Commission.

Bennett, J., said that in his judgment all the rents—the certain rents, the footage rents and the wayleave rents—were apportionable on the basis of time, and not otherwise, under the Apportionment Act, 1870, for these reasons: Under the assumed contracts between the parties there would vest in the Commission on the 1st July only reversionary interests in coal or mines of coal with the benefit of the leases. Section 8 (*c*) of the Act had to be applied to this notional contract. It provided that the vendor was to be entitled to the rents accruing up to the date fixed for completion. Subsection (*c*) must have been framed on the footing that the Apportionment Act, 1870, applied, for rents and profits did not accrue from day to day a common law. There was no question but that the certain rents were within s. 2 of the Act of 1870. On the language of the Act and with the aid of the authorities the footage rents and the wayleave rents were also rents within the meaning of the Apportionment Act, 1870. The next question was how they were to be apportioned. Were the sums which fell to be paid to be considered as having accrued from day to day and be apportionable in respect of time, or ought they to be apportioned on some other basis? With regard to the certain rents, there was no other basis in which they could be apportioned. With regard to the footage rents and the wayleave rents, it was argued that these ought to be apportioned by ascertaining in respect of the former the quantity of coal gotten and its thickness on the vesting day and calculating the sum to which the respective defendants, as vendors, were entitled on that day and deciding that the defendants were entitled to be paid by the Commission the sum so ascertained. With regard to the wayleave rent, the same argument was advanced. In his judgment, on the true construction of the Act, all three rents were apportionable on a time basis only.

Counsel: *Wilfrid Hunt; J. B. Herbert*.

Solicitors: *B. S. Jacquet; Warren, Murton, Foster & Swan*, for *Newman & Bond*, Barnsley.

[Reported by Miss B. A. Bicknell, Barrister-at-Law.]

War Legislation.

Statutory Rules and Orders, 1942.

E.P. 1505. **Coal** (Charges) (Amendment) (No. 2) Order, July 24.

E.P. 1443. **Defence** (Amalgamation of Police Forces) Regulations, July 23.

E.P. 1444. Defence (Burial, Inquests and Registration of Deaths) Regulations, 1942. Order in Council, July 23.

E.P. 1445. Defence (Cinematograph Quotas) Regulations, 1940. Order in Council, July 23, adding regs. 6 and 7.

E.P. 1446. Defence (Game) Regulations, July 23.

E.P. 1442. Defence (General) Regulations, 1939. Order in Council, July 23, amending regs. 26A, 27A, 27B and 28A, and adding regs. 32A, 76B and 79D, and amending reg. 13 of the Defence (Recovery of Fines) Regulations, 1942.

E.P. 1471. **Food** Control Committees (Licensing of Establishments) Order, 1941. Amendment Order, July 25.

E.P. 1432. Food (Restriction on Dealings) Order, 1941. Order, July 22, prescribing an appointed day.

E.P. 1423. **Fuel and Lighting Registration and Distribution** Order, 1942, General Direction (Restriction of Supplies) No. 2, July 20.

E.P. 1433. **Laundry** (Control) Order, July 23.

E.P. 1429. **Motor Fuel Rationing** (No. 3) Order, 1941. General Licence, July 21.

E.P. 1467. **National Health Insurance and Contributory Pensions** (Temporary Employment of Persons in Agriculture) Amendment Defence Order, July 13.

E.P. 1472. **Rationing** (General Provisions) Order, July 25.

E.P. 1482. Rationing (Registration of Consumers) Order, July 25.

No. 1440. **Unemployment Insurance** (Emergency Powers) (Temporary Employment in Agriculture) (Amendment) Regulations, July 13.